

AGREEMENT

between

Gloucester, Township ofTOWNSHIP OF GLOUCESTER
COUNTY OF (CAMDEN,) NEW JERSEY

and

GLOUCESTER TOWNSHIP POLICE COMMITTEEX JANUARY 1, 1988 through DECEMBER 31, 1989

PACHMAN & GLICKMAN, P.A.
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PREAMBLE

This Agreement, made and entered into at the Township of Gloucester, County of Camden, New Jersey, this day of _____, 1987, by and between the Township of Gloucester, hereinafter referred to as the "Township", and the Gloucester Township Police Committee, hereinafter referred to as the "GTPC".

WITNESSETH:

WHEREAS, the Township and the GTPC recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council and the Mayor retain the basic decision making powers over fiscal and management policies, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the Patrolmen of the police force are particularly qualified to advise the formulation and policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the GTPC as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE I

LEGAL REFERENCE

A. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution of Administrative Code and Police Department Rules and Regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by law.

B. Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable laws and regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II
RECOGNITION

A. The Township hereby recognizes the GTPC as the sole and exclusive negotiating agent and representative for all Patrolmen employed in the Township of Gloucester Police Department, but excluding the Chief of Police, Deputy Chief of Police, Sergeants, Lieutenants, Captains, and all other Township employees.

B. The title "policeman", "police officer", "patrolman", or "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular and to include males and females, uniformed members and non-uniformed members assigned as a detective.

ARTICLE III
POLICEMEN'S RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every Patrolman shall have the right freely to organize, join, and support the GTPC and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the GTPC and its affiliates, his participation in any activities of the GTPC and its affiliates, collective negotiations with the Township or his institution of any grievance, complaints, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Representatives of the GTPC shall be permitted time off without loss of pay to attend negotiating sessions, provided the efficiency of the Department is not affected

thereby.

C. A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

D. The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in his personnel jacket.

ARTICLE IV
MANAGEMENT RIGHTS

A. Except to the extent expressly modified by a specific provision of this Agreement, the Township reserves the right and retains solely and exclusively all of its statutory and common law rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous Agreement with the GTPC.

B. The sole and exclusive rights of the Township, which are not abridged by this Agreement, shall include, but are not limited to:

1. Determine the existence or non-existence of facts which are the basis of the Township Police Department and/or management decision;

2. Establishing or continuing policies, practices, or procedures for the citizens of the Township, and from time to time changing or abolishing such practices or procedures;

3. Determining, and from time to time modifying, the number, locations, and relocation and types of its officers and employees or discontinuing any performance by officers or employees of the Township;

4. Determining the number of hours per day or week any operation of the Police Department may be carried

on;

5. Selecting and determining the number and types of officers required;

6. Assigning such work to such officers in accordance with the requirements determined by the Department of Police and Mayor;

7. Establishing training programs and upgrading requirements for officers and/or employees within the Department;

8. Establishing and changing work schedules and assignments;

9. Transferring, promoting, or demoting officers or employees for just cause, or laying off; terminating or otherwise relieving officers and/or employees from duty for lack of work or other legitimate reasons;

10. Determining the facts of lack of work;

11. Continuing, altering, making, and enforcing reasonable rules for the maintenance of discipline;

12. Suspending, discharging, or otherwise taking such measures as the Mayor may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any Article or specific term of this Agreement.

ARTICLE V

SICK LEAVE

A. Sick leave means the absence from duty of a member of the Police Department because of personal illness by reason of which such member is unable to perform the usual duties of the position because of exposure to contagious disease, or other illness, or in any emergency situation where because of a member of the immediate family (spouse and children) having an illness requiring the officer remaining at home to care for same, or caring for the household. Such an emergency situation shall be documented upon request of the Chief of Police. Each member of the Police Department covered by this contract shall be granted twenty-one (21) sick days per year, three (3) of which may be taken as personal days and noted as such on the member's personnel record. The only limitation on the granting of personal day leave shall be the manpower requirements of the Police Department. Two (2) additional days of the above mentioned sick leave may be taken as personal business days and noted as such on the member's personnel record. Personal business days shall be used for the personal business of a member of such a nature that it cannot be scheduled at the convenience of the member or for a personal or household emergency which requires the immediate attention of the member. The reason for the request for a

personal business day must be stated at the time of application for leave from duty.

B. Sick leave shall be cumulative from year to year.

C. 1. All employees hired prior to January 1, 1988, shall receive upon retirement the sum of twenty (\$20.00) dollars for each unused sick day accumulated prior to January 1, 1978.

2. Commencing on January 1, 1978, employees shall be paid fifty (50%) percent of a full day's pay for each day of sick leave accumulated from that date upon honorable separation from service and upon the recommendation of the Chief of Police. This shall be paid at the salary level then in effect at the time of retirement.

3. At the option of the employee, and in lieu of payment under Sections C1 and C2 of this Article, the total accumulated sick leave of such employee may be taken, prior to retirement, as terminal leave on a day for day basis.

D. All employees hired on or after January 1, 1988 shall be paid one hundred (100%) percent of a full day's pay for each day of sick leave accumulated from that date upon honorable separation from service and upon the recommendation of the Chief of Police. This shall be paid at the salary level then in effect at the time of retirement. All monies paid out pursuant to this Section shall be paid in equal amounts over three (3) years

commencing in the year following the employee's retirement.

E. Any member who has exhausted his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Chief of Police, shall be continued on the Township Blue Cross/Blue Shield Program, Dental Program, Prescription Plans, or any other medical insurance program until he shall return to duty.

F. In the event a member shall have no sick leave, either allowable or cumulative, and is granted leave for personal business, such leave must be approved by the Chief of Police.

ARTICLE VI
INJURY LEAVE

A. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year, on the recommendation of the Chief of Police and approval by the Mayor.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor, or as soon thereafter as possible. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and

certification of fitness by a physician appointed by the Township.

E. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his entire salary payment, or the Township shall only pay the difference.

ARTICLE VII

LIABILITY AND FALSE ARREST INSURANCE

A. The Township agrees to cover all employees with false arrest and liability insurance in the amount of two hundred fifty thousand (\$250,000.00) dollars - five hundred thousand (\$500,000.00) dollars.

B. 1. In addition, whenever an employee is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding.

2. Legal defense shall not be provided for the employee in a disciplinary hearing instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by, or on complaint of the municipality, shall be dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

ARTICLE VIII
CLOTHING ALLOWANCE

A. 1. Effective January 1, 1988, all employees shall receive the sum of seven hundred seventy-five (\$775.00) dollars per year as a uniform and/or clothing allowance. Fifty (50%) percent of this allowance is to be paid on the second pay day in January, and fifty (50%) percent on July 1st.

2. Effective January 1, 1989, all employees shall receive the sum of eight hundred (\$800.00) dollars per year as a uniform and/or clothing allowance. Fifty (50%) percent of this allowance is to be paid on the second pay day in January, and fifty (50%) percent on July 1st.

B. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of new uniforms required for the change.

C. The Township shall replace or repair all uniforms damaged while on duty.

D. New employees shall be issued the full amount of initial uniforms and equipment as required under present departmental regulations. This shall include, but not be limited to, full summer and winter uniforms, weaponry, rain wear, shoes and boots, and leather goods. Clothing allowance for new employees shall not be payable until the completion of one (1) year of service from their date of

hire. Payment shall then be made on a pro-rated basis for the remainder of the calendar year.

ARTICLE IX
FUNERAL LEAVE

A. 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed seven (7) working days.

2. The term "immediate family" shall include only spouse, father, mother, or child.

B. 1. In the event of death in the employee's extended family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed three (3) working days.

2. The term "extended family" shall include only brother, sister, father-in-law, mother-in-law, grandmother, grandfather, brother-in-law, sister-in-law.

3. Funeral leave as provided in this Section is intended to be used solely for the purpose of handling necessary arrangements and attending the funeral of the deceased family member.

C. Funeral leave may be extended at the sole discretion of the Chief of Police.

D. In the event that the death of an extended family member causes an additional burden on the employee him/herself as defined below, the employee will receive his regular rate of pay for the first seven (7) working days

following the death of such family member.

E. "Additional burden" defined: The employee must, in addition to making the usual necessary funeral arrangements and attendance, be called upon to:

1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.

2. Have to arrange to dispose of or transfer the business concerns of the deceased.

3. Have to arrange for the care of survivors of the deceased.

F. Funeral leave for any other situation not specifically covered under the terms of this Article may be granted by the Chief of Police upon application by a member covered under this contract, giving sufficient cause for such leave to be granted.

ARTICLE X
RULES AND REGULATIONS

A. The Mayor shall establish and enforce binding rules and regulations in connection with the operation of the Police Department, and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Association. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules and Regulations.

B. It is understood that all employees shall comply with all rules and regulations of the Department and orders or directives issued by the Chief of Police or his designee from time to time. Employees shall promptly and efficiently execute the instructions and order of superior officers. If an employee or employees believe a rule, regulation, instruction, or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XVII of this contract.

C. In the event that an employee or employees shall

refuse to comply with the rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department Rules and Regulations, subject only to the right of employees to file a grievance.

D. All members of the Police Department shall be issued a Manual containing all rules, regulations, general orders, and policy statements, plus other orders presently in effect in the Police Department. If any changes in the above mentioned areas are made, said changes shall be issued and inserted in the Manual.

E. The Township shall keep an up-to-date compilation of all S.O.P.'s, Special Orders, and memos. These shall be kept in a location as to be readily available to all members of the department at all times for their inspection and review on a 24 hour basis.

ARTICLE XI

NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the PBA or FOP, or his participation in activities herein prescribed, nor discriminate against any member of the PBA or FOP for any action involving his management duties on behalf of the Police Department.

ARTICLE XII
HOSPITALIZATION

A. The Township agrees to provide Blue Cross/Blue Shield, HMO, or an independent hospitalization policy containing similar benefits, as well as major medical insurance for the employee and his dependents, with these benefits continued upon the member's retirement until Social Security age is reached for Medicare.

B. 1. Effective January 1, 1988, the Major Medical deductible shall be reduced to one hundred (\$100.00) dollars.

2. Effective January 1, 1989, there shall be no deductible for the Major Medical insurance.

3. Effective January 1, 1988, all medical bills that previously had been utilized by employees to reduce the Major Medical deductible shall be submitted to the Township and may be utilized by the Township as it deems necessary.

ARTICLE XIII

BAN ON STRIKES

A. It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community. Therefore, there shall be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there shall not be and that the GTPC, its officers, members, agents, or principals, will not engage in, encourage, sanction, or suggest, strikes, slow downs, mass resignations, mass absenteeism, or other suspension of, or interference with, normal work performance.

ARTICLE XIV
EMBODIMENT OF AGREEMENT

A. This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. This Agreement represents the full and final agreement between the Township and the GTPC.

B. The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of commencement of collective bargaining leading to the execution of this Agreement.

C. The Township shall perform no act which will conflict with the terms of this Agreement.

ARTICLE XV
MISCELLANEOUS

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. The provisions of this Agreement shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of State and local laws, except as such particular provisions of this contract modify existing local laws.

C. If any provision of this Agreement is held contrary to law, then the GTPC and the Township shall collectively negotiate to try and bring that provision into alignment with the conflicting law, or if that is impossible to negotiate a new provision or benefit, within the scope of the matter covered by the provision deleted, to take the place of that unlawful provision.

ARTICLE XVI

PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, sex or age.

ARTICLE XVII

GRIEVANCES

A. The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of provisions of this Agreement.

B. It is further understood that suspension, demotion, and discharge shall be made in accordance with Township Ordinance 0-82-16 as amended, known as the Administration Code, State Statute, and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided by law. A disciplinary proceeding shall not be subject to the grievance procedure.

Step 1. As to grievances, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within ten (10) working days of its occurrence or knowledge of its occurrence. The superior will give his verbal answer or written answer within five (5) working days of the date of presentation of the grievance.

Step 2. If the grievance is not settled in Step 1, it shall be reduced to writing and presented through the Chain of Command to the level that would have control over

the grievance. The Chief of Police should be included in the decision. The grievance shall be prepared in detail and be dated. That level will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by an attorney, or representatives from PBA, FOP, or the employee bargaining unit in presenting his grievance.

Step 3. If the grievance is not settled in Step 2, the written grievance shall be presented to the Mayor within five (5) working days after the response is given. The Mayor, after a grievance hearing, at which the employee shall have the right to have his representative present, will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturday, Sunday and holidays excluded).

Step 4. If the grievance is not settled in Step 3, it will be submitted to an arbitrator from P.E.R.C. or the American Arbitration Association, mutually agreeable to both parties. The cost of such arbitration will be borne by the party not upheld by the arbitrator. The arbitrator's decision shall be final and binding.

C. A grievance may be filed by the GTPC at its own instigation or at the request of any patrolman or detective covered under this Agreement, instead of an individual patrolman or detective, at the sole discretion of the GTPC.

D. In filing a grievance, the GTPC will not be required to observe Step 1, but will instead submit the grievance directly to the Chain of Command as in Step 2. A grievance submitted to the Chief of Police or Deputy Chief of Police by the GTPC will have complied with the requirements of Step 2. The time limits, procedures, and additional steps in the grievance procedure will then be observed by the GTPC and Township as outlined in this aforementioned procedure.

ARTICLE XVIII

JOINT GTPC MANAGEMENT COMMITTEE

A. A committee consisting of the Mayor, Chief of Police and the GTPC shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

B. The purpose and intent of such meetings is to foster good employment relations through communications between the Township and the GTPC on such matters as:

1. Discussing questions arising over the interpretation and application of this Agreement.

2. Disseminating general information of interest to the parties.

3. Giving GTPC representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.

4. Notifying the employees in the bargaining unit of change in non-bargainable conditions of employment contemplated by management.

5. Promoting education and training.

6. Eliminating waste and conservation of materials and supplies.

7. Improving working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE XIX

FLEXIBILITY OF ASSIGNMENT

A. Employees, regardless of regular assignments, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

1. Prevention and detection of crime;
2. Enforcement of laws and ordinances;
3. Protection of life and property;
4. Arrest of violators of the law;
5. Direction of traffic;
6. Regulation of non-criminal behavior of the citizenry; and
7. Preservation of the peace.

B. An exception to specific duties can be made where employees are on the medical "limited duty" list and cannot perform the said duties.

C. The Township and the GTPC acknowledge that a policeman's primary responsibility is to perform police duties, and his energies shall be utilized fully to this, except in case of emergencies or special circumstances.

ARTICLE XX

VACATIONS

A. Members of the Police Department covered by this Agreement shall be granted the following vacation leave:

1. After six (6) months up to one (1) year of service, one (1) working day per month of service.

2. From one (1) year up to and including the third (3rd) year of service, fourteen (14) working days.

3. From the fourth (4th) year up to and including the sixth (6th) year of service, seventeen (17) working days.

4. From the seventh (7th) year up to and including the ninth (9th) year of service, twenty (20) working days.

5. From the tenth (10th) year up to and including the fourteenth (14th) year of service, twenty-five (25) working days.

6. From the fifteenth (15th) year of service to retirement, thirty (30) working days.

B. Members may accumulate up to one year's allowable vacation leave.

C. Any employee who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated monthly basis.

ARTICLE XXI

HOLIDAYS

A. 1. The following fifteen (15) days shall be observed as normal holidays during the years covered by this contract:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Law Day (May 1)	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

2. In addition to the fifteen (15) holidays specified above, each employee's birthday shall be a paid holiday. The employee's birthday, at his option, may be taken off on his birthday or another day or paid as additional compensation on December 1.

B. Compensation for holidays shall be as follows:

1. If a holiday falls or is included in a scheduled shift and the employee actually works on that holiday, he shall receive straight time pay for said holiday, and in addition thereto, he shall receive on December 1st of that year one (1) additional day's pay for working said holiday.

2. If a holiday falls or is included in a scheduled shift and the employee does not work on that holiday, he shall only receive straight time pay for that

holiday, but no additional day's pay on December 1st of that year.

3. If a holiday falls or is included on a normal day off, the employee shall receive on December 1st of that year, one day's pay for such holiday.

4. If an employee is on a duty related injury leave and that period of time falls on a holiday, he will receive one day's pay for said holiday on December 1st of that year for said holiday.

5. If an employee is on sick leave and that period of time falls on a holiday, he will be charged for the sick day, but will receive one day's pay on December 1st of that year for said holiday, provided that period of sick time totals three (3) working days and he returns to work with a doctor's certificate.

6. If an employee is on a scheduled vacation day on any holiday, he shall receive one (1) day's pay as additional compensation on December 1st.

C. Any employee who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to holiday pay on a pro-rated monthly basis.

ARTICLE XXII

HOURS OF EMPLOYMENT

A. The normal work week of a policeman shall consist of forty (40) hours per week. The exact hours for particular employees shall be established by the Chief of Police and approved by the Mayor.

B. Regular overtime, provided the same is approved by the Chief of Police, shall be compensated at the rate of time and one-half of hourly earnings.

1. When a Patrolman or Detective is called into duty prior to the normal starting time for his scheduled beginning of an assigned shift, he shall be paid as follows:

a. For any time period over four (4) hours prior to the start of the scheduled shift; on an hour for hour basis for actual time worked at the rate of one and one-half times the hourly rate of pay.

b. For a time period of four (4) hours prior to the start of the scheduled shift, four (4) hours pay at the rate of one and one-half times the hourly rate of pay.

c. For any time period of less than four (4) hours prior to the start of the scheduled shift, the actual number of hours worked and one (1) additional hour premium at one and one-half times the hourly rate of pay, not to exceed a total of four (4) hours pay at one and one-half times the hourly rate of pay.

C. For court appearances required while off duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be paid therefor at the rate of time and one-half of hourly earnings. The minimum compensation for such appearances shall be for the first four (4) hours, thereafter on a per hour basis at the aforesaid rate.

D. For Gloucester Township Municipal Court appearances required while off duty, where a policeman is unable to schedule such appearance during his regular work shift, or where the matter had been postponed or is otherwise continued and deferred by the Court, not at the request of the policeman, and he is otherwise off duty, compensation at the rate of one (1) hour's pay at the normal hourly rate of pay shall be paid for the first hour, and thereafter on a per hour basis at one and one-half times the hourly rate of pay.

E. All policemen shall schedule their appearances before the Gloucester Township Municipal Court during their regular work shift, if possible, and no compensation shall be paid for matters which might have been scheduled during a regular shift unless good cause exists, as approved by the Chief of Police.

F. For off duty appearances before any other court, judicial hearing, or juvenile intake hearing, one and one-half times the officer's hourly rate with a four (4) hour minimum compensation, and thereafter on a per hour

basis.

G. For off duty attendance at Board of Education and Township functions and functions of other organizations, such as athletic contests, dances, etc., the officer shall be compensated at the rate of fourteen dollars and twenty cents (\$14.20) per hour.

H. All outside employment requests for police supervision made by private contractor working within the Township shall be posted by the Department monthly and rotated accordingly, based on the list of volunteers who sign up for this employment.

I. The rate for outside employment shall be sixteen (\$16.00) dollars per hour. A minimum of four (4) hours work shall be provided.

J. In the assignment of outside employment required by the Board of Education and Township functions, the Township shall distribute such outside employment fairly and equitably, and, wherever and whenever feasible and practicable, shall assign such outside employment on a seniority basis with adequate advance notice. In assignment of Board of Education and Township functions, the Township agrees to a policy of first seeking volunteers for the functions before assigning employees. If there are no volunteers for the function, the Township shall assign employees to the function, but in no event shall the Township assign an employee to the function who is on his

day off except in extremely emergent circumstances. In the event an employee is assigned (ordered) to one of the aforesaid functions by the Township, he shall be compensated at one and one-half times his hourly rate of pay for a four (4) hour minimum, and on a per hour basis thereafter.

ARTICLE XXIII

DENTAL PLAN

The Township shall provide a closed panel dental plan, insurance company or other organization providing the same dental care, for employees covered under this Agreement, and his dependents.

ARTICLE XXIV

RATE DIFFERENTIAL

A. The salary differential between the normal rate of salary of a Patrolman and the rate of salary for a Patrolman permanently assigned to the Detective Division shall be \$2,181.00.

B. Whenever a Detective is designated as the "Duty Detective" and is on call for that period of time assigned by his Division Commander, he shall receive four (4) hour's pay at his normal hourly rate of pay as additional compensation for keeping himself on this standby status.

ARTICLE XXV

SHIFT DIFFERENTIALS

A. The following shift differentials shall apply for any member covered under this Agreement for assignment to one of the following shifts on a permanent basis:

1. For the 8:00 a.m. to 4:00 p.m. shift, the normal rate of compensation.

2. For the 4:00 p.m. to midnight shift, in addition to the normal rate of compensation, there shall be paid a four (4%) percent additional shift differential.

3. For the midnight to 8:00 a.m. shift, in addition to the normal rate of compensation, there shall be paid a nine (9%) percent additional shift differential.

B. The following shift differentials shall apply for any member covered under this Agreement assigned to the three shifts on a regular rotating basis:

1. For the 8:00 a.m. to 4:00 p.m. shift, the normal rate of compensation.

2. For the 4:00 p.m. to midnight shift, in addition to the normal rate of compensation, there shall be paid a two (2%) percent additional shift differential.

3. For the midnight to 8:00 a.m. shift, in addition to the normal rate of compensation, there shall be paid a three (3%) percent additional shift differential.

C. Rates shall be paid quarterly in the fixed amounts

specified below based on the average earnings as a member assigned the entire quarter on a regular rotating basis:

As of January 1, 1988	\$136.25 per qtr.
As of July 1, 1988	141.70 per qtr.
As of January 1, 1989	149.50 per qtr.
As of July 1, 1989	151.00 per qtr.

D. The following shift differential shall apply for any member covered under this Agreement assigned to the second and third shifts on a rotating basis as a Patrolman assigned to the Detective Division:

- As of January 1, 1988	\$84.25 per qtr.
As of July 1, 1988	87.62 per qtr.
As of January 1, 1989	92.44 per qtr.
As of July 1, 1989	93.37 per qtr.

E. The above differentials will be disbursed (paid) on the first pay day following the end of each calendar quarter. Any officer who is not assigned on either of the two categories for a full quarter will be compensated on a pro-rated basis.

ARTICLE XXVI

COLLEGE CREDITS

A. On December 1st of each year, the Township shall pay to every Patrolman as additional compensation the sum of ten (\$10.00) dollars per credit per year for college credits possessed by said Patrolman for undertaking, completing and satisfactorily passing college courses of study accepted toward an academic degree related to law enforcement at any accredited college or university. In order to qualify for such compensation, said Patrolman must present and file an officially documented transcript of credits and secure the approval thereof by the Chief of Police at least thirty (30) days prior to December 1st.

B. Compensation shall be paid for credits in blocks of one (1) up to a maximum of one hundred twenty (120) credits.

ARTICLE XXVII

PAYMENT AT HIGHER RANK

A Patrolman temporarily assigned and performing the work and duties of an officer of higher rank shall receive, upon the approval of the Chief of Police, the rate of salary or compensation of that higher rank. Such compensation shall be paid from the first day of performance of said work and duties of an officer of a higher rank, including, but not limited to, Detective and Sergeant.

ARTICLE XXVIII
WAGES AND LONGEVITY

A. Wages shall be paid in accordance with the Salary Ordinance of the Township prepared in accordance with the attached Schedules A and B, Article XXIV, and all other provisions of this contract.

B. Longevity pay for extended service shall be determined on the basis of the employee's anniversary date of employment in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum on December 1st of the year when the longevity rates become applicable to the particular employee, and on each December 1st thereafter.

C. Commencing on the anniversary date of employment of the beginning of the year of service indicated in the first column below until the end of the year of service indicated in the second column below, the employee who shall qualify therefor shall receive a sum equivalent to that percentage figure indicated in the third column below of his base salary rate for the current year:

<u>Column 1</u>		<u>Column 2</u>	<u>Column 3</u>
5th year	through	6th year	5%
7th year	through	9th year	6%
10th year	through	12th year	7%
13th year	through	14th year	8%
15th year	through	16th year	9%
17th year	through	19th year	10%
20th year	through	retirement	12%

D. An officer may request that longevity be paid within his base salary.

ARTICLE XXIX

OUTSIDE EMPLOYMENT

A. Employees may engage in outside employment under the regulations and conditions contained in the Township Police Manual dated 1972.

ARTICLE XXX

PRESCRIPTION PLAN

A. The Township will provide for all members covered under this Agreement a prescription plan for employees and their dependents in which the employee is responsible for payment of fifty (\$.50) cents toward the cost of the prescription. The maximum reimbursement for employees and dependents combined shall be a total of two hundred fifty (\$250.00) dollars per year.

B. The Township agrees to provide a prescription eyeglass and examination plan to employees and their dependents in an amount up to a total of \$250.00 per year for employees and dependents combined.

C. 1. Effective January 1, 1988, there shall be no deductible for the prescription drug insurance.

2. Effective January 1, 1988, all medical bills that previously had been utilized by employees to reduce the prescription drug deductible shall be submitted to the Township and may be utilized by the Township as it deems necessary.

ARTICLE XXXI

F.O.P. OR P.B.A. OFFICERS, DELEGATES, OR TRUSTEES

A. Any F.O.P. or P.B.A. offices, delegates, or trustees shall be given time off without loss of pay to attend any local or State meeting or executive session of either organization, providing the manpower needs of the Department are not adversely affected, and the prior consent of the Chief of Police or his designee has been secured.

ARTICLE XXXII

EMERGENCY STANDBY

In the event that any member covered under this Agreement is ordered to place himself on alert for duty in an emergency situation, he will be compensated at the rate of four (4) hours pay at the normal hourly rate of pay for each day on such emergency standby.

ARTICLE XXXIII

TRAINING

A. The Township agrees to provide transportation to and from training schools as incidental to the employee's employment.

B. For training schools at any training area, the Township agrees to provide to employees covered under this Agreement daily round trip transportation in the form of a police vehicle or payment for mileage at the rate of twenty-two (\$.22) cents per mile.

ARTICLE XXXIV

SCHEDULING - COMPENSATION

A. For the years 1988 and 1989, the present existing schedule in effect on December 31, 1987 shall remain in effect for the length of this Agreement for all members covered under this Agreement.

B. Compensation: Any member covered by this Agreement shall be compensated on an eight (8) hour day basis for all payments of accrued benefit days, including sick, vacation, and holiday pay. This clause applies to any member covered by this Agreement who shall terminate, resign, separate under just cause, and who shall qualify for the benefits under this Agreement.

C. It is further understood that as long as the present schedule stays in effect, sick leave, vacation leave and holiday pay shall be computed as one (1) day equalling eight (8) hours, as per past practice under the existing work schedule.

ARTICLE XXXV

DUES DEDUCTIONS & AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the GTPC. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A. check-off shall commence for each employee who signs a properly dated authorization card, supplied by the GTPC and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the GTPC shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its member showing the authorized deduction for such employee, or an official notification on the letterhead of the GTPC and signed by the President of the GTPC advising of such changed deduction.

D. The GTPC will provide the necessary "check-off authorization" form and the GTPC will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at

any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14.15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the GTPC and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the GTPC during the month following written notice from the GTPC of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the GTPC shall be in an amount equal to the regular membership dues, initiation fees and assessments of the GTPC, less the cost of benefits financed through the dues and available only to members of the GTPC, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the GTPC to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract

administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1st and July 31st of each year, the GTPC shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The GTPC shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the GTPC. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The GTPC shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the GTPC to the Township, or in reliance upon the official notification on the letterhead of the GTPC and signed by the President of the GTPC, advising of such changed deductions.

M. The GTPC is required under this Agreement to

represent all of the employees in the bargaining unit, and not only for members in the GTPC, and this Agreement has been executed by the Township after it had satisfied itself that the GTPC is a proper majority representative.

ARTICLE XXXVI
ENLISTMENT AGREEMENT

A. All newly hired employees will receive Police Academy training at Township expense, and shall reimburse the Township for the costs of training and for such additional expenses incurred by the Township in connection with said employment and Academy training, provided said employee terminates his employment with the Township within three (3) years from the date of completion of the Police Academy training and becomes employed elsewhere in police related work.

B. In lieu of itemizing expenses, the Township and GTPC agree that the maximum reimbursement required of any employee terminating employment with the Township shall be six thousand (\$6,000.00) dollars. Reimbursement shall be calculated on a pro-rated, per diem basis. The maximum reimbursement amount shall be reduced by the per diem rate for every day the employee retains his employment with the Township, up to the three (3) year period which commences with the employee's completion of the Police Academy training.

C. There shall be no reimbursement required in the event the employee is terminated or separated from employment with the Township for any of the following reasons:

1. Involuntary separation for reasons beyond the employee's control, such reasons not being due to misconduct or personal delinquency during the three (3) year period.

2. Election to resign rather than to submit to a separation proceeding, provided that the reason for the pending separation is not misconduct or personal delinquency.

3. Receipt of orders to report for military service, other than training duty, upon submission of proof to the Township.

4. Disability impairing full performance as a police officer. The employee must submit to the Township acceptable medical evidence verifying said disability. If the Township disputes the medical evidence, then the employee shall be sent to a physician mutually agreed upon by the GTPC and the Township. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

5. Any other reason deemed acceptable to the Township in its discretion.

6. In the event the employee is separated for personal delinquency or misconduct, he shall be required to reimburse the Township for basic training and additional expense incurred by the Township as enumerated in Sections A and B above.

ARTICLE XXXVII
TERMS AND CONDITIONS ,

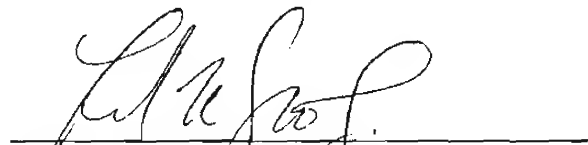
A. This Agreement shall be in full force and effect from January 1, 1988 through and including the 31st of December 1989. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, said party must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration.

B. This Agreement shall remain in full force and effect on a day to day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein.

C. Collective negotiations on the terms of a new Agreement shall commence no later than September 1, 1989, and shall be completed before or no later than December 31, 1989.



Mayor




GTPC Representative



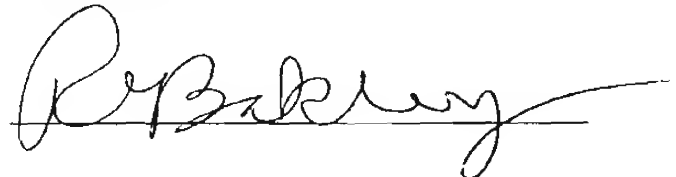
Business Administrator

GTPC Representative

ATTEST:



Notary Public



GTPC Representative

SCHEDULE A
SALARY SCHEDULE - 1988
PATROLMEN

As of January 1, 1988:

- | | |
|---|------------------------|
| 1. Date of employment to six (6) months of service | \$21,140.00 per year |
| 2. Six (6) months of service to one (1) year of service | \$22,790.00 per year |
| 3. One (1) year of service to two (2) years of service | \$24,440.00 per year |
| 4. Two (2) years of service to three (3) years of service | \$27,739.00 per year |
| 5. After three (3) years of service | \$31,038.00 per year ✓ |

As of July 1, 1988:

- | | |
|---|------------------------|
| 1. Date of employment to six (6) months of service | \$21,140.00 per year |
| 2. Six (6) months of service to one (1) year of service | \$22,997.00 per year |
| 3. One (1) year of service to two (2) years of service | \$24,854.00 per year |
| 4. Two (2) years of service to three (3) years of service | \$28,567.00 per year |
| 5. After three (3) years of service | \$32,280.00 per year ✓ |

SCHEDULE B
SALARY SCHEDULE - 1989
PATROLMEN

As of January 1, 1989:

- | | |
|---|----------------------|
| 1. Date of employment to six (6) months of service | \$21,140.00 per year |
| 2. Six (6) months of service to one (1) year of service | \$23,293.00 per year |
| 3. One (1) year of service to two (2) years of service | \$25,445.00 per year |
| 4. Two (2) years of service to three (3) years of service | \$29,750.00 per year |
| 5. After three (3) years of service | \$34,055.00 per year |

As of July 1, 1989:

- | | |
|---|----------------------|
| 1. Date of employment to six (6) months of service | \$21,140.00 per year |
| 2. Six (6) months of service to one (1) year of service | \$23,350.00 per year |
| 3. One (1) year of service to two (2) years of service | \$25,558.00 per year |
| 4. Two (2) years of service to three (3) years of service | \$29,977.00 per year |
| 5. After three (3) years of service | \$34,396.00 per year |